

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture
Plaintiff

CIVIL NO.

Foreclosure of Mortgage

RUFINO TORRENS DE JESUS, IRMA
NEREIDA TRAVIESO RIVERA, and
their Conjugal Partnership

Defendants

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.

3. Said promissory note was subscribed for the amount of **\$50,000.00**, with annual interest of 3.75%, on August 3, 1999.

See Exhibit 1.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 243. See *Exhibit 2.*

5. According to the Property Registry, defendants RUFINO TORRENS DE JESUS and IRMA NEREIDA TRAVIESO RIVERA are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

URBANA: Solar radicado en la Urbanización Brisas del Mar en el Barrio Mata de Plátano de Luquillo, con el número quince Bloque "EA" de trescientos metros quince centímetros. En lindes: NORTE, trece metros cinco centímetros con solar "EA" seis; SUR, trece metros cinco centímetros con calle "E" Dos; ESTE, veintitrés metros con solar "EA" dieciséis; y OESTE, en veintitrés metros con solar "EA" catorce. Contiene una casa de concreto reforzado para una familia.

Property 7,189, recorded at page 242 of volume 128 of Luquillo, Property Registry of Fajardo, Puerto Rico.

See Title Search attached as Exhibit 3.

6. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See

Exhibit 3.

7. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
8. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 4*, the following amounts, as to October 30, 2020:
 - a) On the \$50,000.00 Note:
 - 1) The sum of \$39,102.71, of principal;
 - 2) The sum of \$11,201.86, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$4.0174;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed

under the mortgage obligation.

9. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
10. Codefendants RUFINO TORRENS DE JESUS and IRMA NEREIDA TRAVIESO RIVERA are not currently active in the military service for the United States. *See Exhibit 5.*
11. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 7,189:

- 1) Recorded liens with preference or priority over mortgage herein included:

a. MORTGAGE: Constituted by Rufino Torrens De Jesús and his wife Irma Nereida Travieso Rivera, in favor of Sana Investment Mortgage Bankers Inc., in the original principal amount of \$35,000.00, with 10½% annual interests, due on April 1, 2013, constituted by deed #207, executed in San Juan, Puerto Rico, on March 13, 1998, before Angel L. Rolán Prado Notary Public, recorded at page 242 of volume 128 of Luquillo, property number 7,189, 2nd inscription. Junior Liens with inferior rank or priority over mortgage herein included:

- 2) Junior Liens with inferior rank or priority over mortgage herein included:

a. LAWSUIT ANNOTATION: Executed in the District Court of the United States of America for the Puerto Rico District, civil case #97-2100 PG, on July 3, 1997, for reason of Foreclosure by United States of America Rural Dev, formerly Farmers Home

Administration, plaintiff, versus Rufino Torrens De Jesús, Irma Nereida Travieso Rivera, defendant, payment of the debt related of \$26,385.69, plus interests and penalties, presented on August 11, 2011, recorded January 16, 2001 at overleaf of page 241 of volume 128 of Luquillo, property number 7,189, annotation B.

b. At entry 2019-121261-FA01, was presented on November 14th, 2019, Deed #24, executed in San Juan, Puerto Rico, on November 11th, 2019, before Ingrid Cristina Colberg Rodríguez Notary Public, this property has been designated "Secure Home", under Law 195 of September 13, 2011, better known as "Ley del Derecho de Protección del Hogar Principal y el Hogar Familiar". The document qualification and dispatch are pending.

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the

mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 18 of November, 2020.



JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described

in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on November 18, 2020.

/s/ Juan Carlos Fortuño Fas

JUAN CARLOS FORTUÑO FAS

USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.

P.O. BOX 3908

GUAYNABO, PR 00970

TEL. 787-751-5290

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Email: dcfilings@fortuno-law.com

USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name RUFINO TORRENS DE JESUS		KIND OF LOAN	
State PUERTO RICO	County CAGUAS	Type: <u>EM</u>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited <input type="checkbox"/> Resource
Case No. 63-02-584036267	Date AUGUST 3, 1999	Pursuant to:	
Fund Code 43	Loan No. 01	<input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
		ACTION REQUIRING NOTE	
		<input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement	<input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in CAGUAS, PUERTO RICO

, or at such other place as the Government may later designate in writing, the principal sum of
FIFTY THOUSAND ----- dollars

(\$50,000.00-----), plus interest on the unpaid principal balance at the RATE of
THREE AND THREE FOURTH ----- percent (3.75 ----- %) per annum and

----- dollars (\$ -----)
of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 11 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 500.00 on 01-01-00 ; \$ ----- on ;
\$ 6,089.00 on 01-01-01 ; \$ ----- on ;
\$ ----- on ; \$ ----- on ;

and \$ 6,089.00 thereafter on January 1st of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 10 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

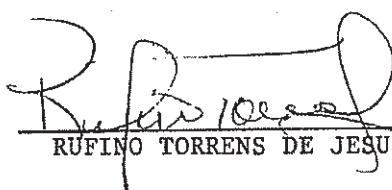
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


RUFINO TORRENS DE JESUS

(Borrower)


IRMA NEREIDA TRAVIESO RIVERA

CALLE E-3 BLOQUE EA-15

BRISAS DEL MAR

LUQUILLO, PUERTO RICO 00773

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
				TOTAL	\$

Form FmHA 1927-1(S) PR
(Rev. 6-93)

certifico que en el mismo
dia de su otorgamiento---
expedi primera copia cer-
ificada del presente---
instrumento publico para-
er entregado a don Rufino
'orrens De Jesus.---
OY FE.---

Notario Público

-NUMERO DOSCIENTOS CUARENTITRES (243)-
-NUMBER -

HIPOTECA VOLUNTARIA- VOLUNTARY MORTGAGE

En Caguas, Puerto Rico, a los tres (3) días del mes de agosto
de mil novecientos noventa y nueve (1999).

-ANTE MI-
BEFORE ME

-MIGUEL BAUZA ROLON-

Abogado y Notario Pùblico de la Isla de Puerto Rico con residencia en Bayamón
Attorney and Notary Public for the Island of Puerto Rico, with residence in Bayamón

— y oficina en Bayamón, Puerto Rico. —
and office in Puerto Rico.

**-COMPARECEN
APPEAR**

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominada
The persons named in paragraph TWELFTH of this mortgage _____

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales herinafter called the "mortgagor" and whose personal circumstances—

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-- de su edad, estado civil, profesión y vecindad.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento of their property, and they have, in my judgment, the necessary legal capacity to grant this—
miento.—

**EXPOSÉ
WITNESSETH**

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes",-----
hereinafter referred to as "the property"-----

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agricultores de América, acting through the Farmers Home Administration, - - - - -



un préstamo o preítamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada. estimated against the property.

CUARTO: Se sobreentiende que: FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagor

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado. will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre- (Three) When payment of the note is insured by the mortgagor, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré. and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagor,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual". tients on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene- (Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales- will forego his rights and remedies against the mortgagor and any

quiero otros en relación con dicho préstamo as. como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista
shall secure payment of the note; but when the note is held by an insured

asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento
against loss under its insurance endorsement by reason of any default

por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario
held by the mortgagee, or in the event the mortgagee

ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the
importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía
(b) at all times when the note is held by an insured lender, in guarantee

de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier
insuranc* endorsements by reason of any default by the mortgagor, and (c) in any

quiero y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

ES COPIA SIMPLE
DE SU ORIGINAL



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the
cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor
contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor
la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on
los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,
derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,
a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and
ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or
el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,
sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to
las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor
por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or
total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest
ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until
que las cantidades especificadas en el párrafo NOVENO con sus intereses antus y
all amounts as specified in paragraph NINTH hereof, with interest before and
después del vencimiento hasta que los mismos hayan sido pagados en su totalidad,
after maturity until paid, have been paid in full.
En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest
antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor
thereon before and after maturity until paid, losses sustained by the
deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier
mortgagor as insurer of the note, taxes, insurance premiums, and
quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account
hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
with interest until repaid to the mortgagee, costs, expenses and additional amounts as specified in paragraph NINTH hereof.
adicional especificada en el párrafo NOVENO de este documento.
SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:
(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness

áqui garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.-----

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the-----

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,-----

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.-----

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal-----

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by-----

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.-----

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado
(Three) At all times when the note is held by an insured lender,-----

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less-----

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder-----

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement-----

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.-----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held-----

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited-----

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance-----

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.-----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this-----

párrafo devengará intereses a razón del TRES Y TRES CUARTOS
subparagraph shall bear interest at the rate of-----

por ciento (3.75%)
per cent (-----%)-----

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment-----

hipotecario lo satisfaga.
to the mortgagee.-----

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any-----

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,-----

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,-----

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the-----

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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagor

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario
with interest, shall be immediately due and payable by the mortgagor

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determine.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que gravan los bienes o los derechos o intereses del deudor hipotecario
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que gravan los bienes o los derechos o intereses del deudor hipotecario
and charges encumbering the property or the right or interest of mortgagor

teario bajo los términos de esta hipoteca.
under the terms of this mortgage

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
by mortgagee on all existing buildings and improvements on the property and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

Forma FmHA 1927-1(S) PR
(Rev. 6-93)

ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to

tiempo pueda prescribir. time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. unless mortgagee agrees in writing to any other method of operation or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. (Eleven) To submit in the form and manner mortgagee may require, information as to his income and expenses and any other information in regard to the operation of the property, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada y si dicho examen o inspección determina, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times to inspect and examine the property for the purpose of ascertaining whether or not the security given is being lessened or impaired, and if such inspection or examination shall disclose, in the judgment of mortgagee, that the security given is being lessened or impaired, such condition shall be deemed a breach by the mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option

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podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its
intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said
procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered
garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause
para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.
(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect
esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acre-
should abandon the property or voluntarily deliver it to mortgagee,
dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered
res para tomar posesión de los bienes, arrendarlos y administrarlos los bienes y cobrar
to take possession of the property, to rent and administer the same and collect
sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the
gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced
ciada por el pagará o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,
en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.
(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor
hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production
ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a
tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,
similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and acce,
y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to
sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.
(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply
con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,
o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an
incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

Forma FmHA 1927-1(S) PR
(Rev. 6-93)

dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, ---

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, ---

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is ---

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to ---

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness ---

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and ---

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) ---

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the ---

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as ---

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, ---

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property ---

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) ---

de solicitar la protección de la ley. request the protection of the law. ---

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortagor will pay, or reimburse mortgagee ---

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements ---

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including ---

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and ---

rarios de abogado. attorney's fees. ---

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and ---

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement ---

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responsi- obligation herein set forth, and without affecting the liability ---

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness ---

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon such property or the priority of ---

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby and empowered and ---

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliga- any time (one) waive the performance of any covenant or obligation ---

ción aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two) ---

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negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos. (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca. (Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de su residencia según se especifique más adelante. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagor.

el importe de cualquier sentencia obtenido o expropiación forzosa para uso
the amount of any judgment obtained or by condemnation proceedings for public-----

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment-----

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so-----

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment-----

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this-----

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.-----

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case-----

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada,
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,-----

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount-----

de CIENTO DOCE MIL DOLARES (\$112,000.00).
of -----

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-----

y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-
del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the-----

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations-----

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the-----

las leyes del Congreso de Estados Unidos de América que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and-----

y aseguramiento del préstamo antes mencionado.
y insuring of the loan hereinbefore mentioned.-----

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:-----

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of-----

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee-----

hipotecario cediere esta hipoteca sin asegurar el pagaré: CINCUENTA MIL
should assign this mortgage without insurance of the note, -----

DOLARES (\$ 50,000.00)
DOLLARS (\$ -----

el principal de dicho pagaré, con sus intereses según estipulados a razón del TRES Y
the principal amount of said note, together with interest as stipulated therein at the rate of-----

TRES CUARTOS ----- por ciento (3.75 ----- 0/0) anual;
----- per cent (----- 0/0) per annum;

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Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) CINCUENTA MIL
(A) _____

----- DOLARES (\$ 50,000.00
----- DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;-----
Three;-----

(B) SETENTA Y CINCO MIL
(B) _____

----- DOLARES (\$ 75,000.00
----- DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever;

(A) VEINTE MIL DOLARES
(A) _____

(\$ 20,000.00-----) para intereses después de mora;
(\$ -----) for default interest;

(B) DIEZ MIL DOLARES
(B) _____

(\$ 10,000.00-----) para contribuciones, seguro y otros adelantos para la con-
for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;
SIXTH, Three;

(C) CINCO MIL DOLARES
(C) _____

(\$ 5,000.00-----) para costas, gastos y honorarios de abogado en caso
(\$ -----) for costs, expenses and attorney's fees in case

de ejecución;
of foreclosure;

(D) CINCO MIL DOLARES
(D) _____

(\$ 5,000.00-----) para costas y gastos que incurriera el acreedor hipoteca-
(\$ -----) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.
provided in paragraph SIXTH, Thirteen.

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descripto(s) como sigue:
of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número (63-02-584036267)
"Promissory note executed in case number

fechado el día tres (3)-
dated the

de agosto de mil novecientos
day of nineteen hundred and

noventa y nueve (1999) por la suma de CINCUENTA MIL
in the amount of

(\$50,000.00) dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del TRES Y TRES CUARTOS
interest over the unpaid balance at the rate of

{ 3.75% } por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero a los DIEZ (10) años de la fecha de este pagaré.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.

UNDECIMO: Que la propiedad objeto de la presente escritura v. sobre la que se constituye Hipoteca Voluntaria, se describe como sigue:

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--URBANA: Solar radicado en la Urbanización Brisas del Mar,-- situada en el Barrio Mata de Plátano del término municipal de Luquillo, Puerto Rico, con el número, área y colindancias que se relacionan a continuación y contiene una casa en concreto reforzado diseñada para una familia, construida de acuerdo a los planos y especificaciones aprobados por la Junta de Planificación de Puerto Rico y otras agencias gubernamentales:

---NUMERO DEL SOLAR: QUINCE (15)

---BLOQUE: "EA"

---AREA DEL SOLAR: TRESCIENTOS METROS CUADRADOS CON QUINCE CENTIMETROS CUADRADOS (300.15 mc.)

---EN LINDES: Por el NORTE, en trece metros con cinco centímetros con el solar "EA" Seis; por el SUR, en trece metros con cinco centímetros con la Calle "E" Dos; por el ESTE, en veintitrés metros con el solar "EA" Dieciseis; y por el OESTE, en veintitrés metros con el solar "EA" Catorce.

--Afecto a servidumbre de cinco pies de ancho que discurre por su colindancia NORTE a favor de la Puerto Rico Telephone Company. Adquirió el prestatario la descrita finca por compra-----
Borrower acquired the described property by

según consta de la Escritura Número Ciento Cuarenta y Ocho (148) -----
pertaining to Deed Number

de fecha cinco (5) de abril de mil novecientos setenta y ocho-----
dated -----
(1978)

otorgada en la ciudad de Fajardo, Puerto Rico-----
executed in the city of

ante el Notario Miguel Bauzá Rolón.-----
before Notary

Dicha propiedad se encuentra inscrita al folio doscientos cuarenta-----
Said property is -----
(240) del tomo ciento veintiocho (128) de Luquillo, finca número
siete mil ciento ochenta y nueve (7,189). Se encuentra afecta-
a las siguientes hipotecas: Hipoteca a favor de Estados Unidos-
de América por la suma de VEINTISIETE MIL DOLARES (\$27,000.00);
y a Hipoteca a favor de Sana Investment Mortgage Bankers, Inc.-
por la suma de TREINTA Y CINCO MIL DOLARES (\$35,000.00).-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors

carlos don RUFINO TORRENS DE JESUS, seguro social : ' y
arc -----
doña IRMA NEREIDA TRAVIESO RIVERA, seguro social
mayores de edad, casados entre sí, propietarios y vecinos de-
Luquillo, Puerto Rico;

cuya dirección postal es: Calle E-3, Bloque EA-15, Brisas del Mar,-----
whose postal address is: -----
Luquillo, Puerto Rico (00773).

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura que haya sido construida, mejorada o comprada con el importe del préstamo

constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos que el Gobierno lo consienta por escrito. La violación de esta cláusula como la

que el Gobierno lo consiente por escrito. La violación de esta cláusula como la

que el Gobierno lo consiente por escrito. La violación de esta cláusula como la

que el Gobierno lo consiente por escrito. La violación de esta cláusula como la

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que el Gobierno lo consiente por escrito. La violación de esta cláusula como la

DE COPIA SIMPLE
DE SU ORIGINAL



fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.---
of the property encumbered by this Mortgage.---

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.---
notify it in writing to the County Supervisor.---

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.---
these types of loans.---

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)---
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)---

---Dado el caso de que Yo, el Notario, no conozco personalmente

a los comparecientes y al no proveer dichos otorgantes testigo-
de conocimiento; éstos se identifican: don Rufino Torrens De-

Jesús mediante su Licencia de Conducir número 429799-----

-----y doña Irma Nereida Travieso---

Rivera mediante su Tarjeta Electoral número 1468345-----

y fue sometida voluntariamente.-----

ACEPTACION
ACCEPTANCE

El (los) comparecientes **ACEPTAN** esta escritura en la forma redactada una vez
The appearing party (parties) **ACCEPT(S)** this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which
le(s) advirti.
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
FAITH to everything contained in this deed.

NOTA ACLARATORIA: En lugar de "Farmers Home Administration"
deberá leer "FARM SERVICE AGENCY"; REPITO LA FE.

ES COPIA SIMPLE
DE SU ORIGINAL

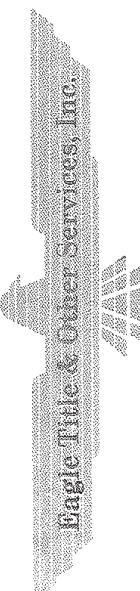


TITLE SEARCH

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TELE. (787) 748-1130 // 748-8577 • FAX (787) 748-1143
estudios@sagientitulospr.com

Este documento NO es una poliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una poliza de Seguro de Título.



CLIENT: RUFINO TORRENS DE JESÚS

REF: 1521.248
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 7,189, recorded at page 242 of volume 128 of Luquillo, Registry of the Property of Puerto Rico, section of Fajardo.

DESCRIPTION: (As it is recorded in the Spanish language)

URBANA: Solar radicado en la Urbanización Brisas del Mar en el Barrio Mata de Plátano de Luquillo, con el número quince Bloque "EA" de **trescientos metros quince centímetros**. En lindes: **NORTE**, trece metros cinco centímetros con solar "EA" seis; **SUR**, trece metros cinco centímetros con calle "E" Dos; **ESTE**, veintitrés metros con solar "EA" dieciséis; y **OESTE**, en veintitrés metros con solar "EA" catorce. Contiene una casa de concreto reforzado para una familia.

ORIGIN:

It is segregated from property number 7,061, recorded at page 175, volume 126 of Luquillo.

TITLE:

This property is registered in favor of RUFINO TORRENS DE JESÚS and his wife IRMA NEREIDA TRAVIESO RIVERA, who acquired it by purchase from Aceros y Moldes Inc., at a price of \$27,800.00, pursuant to deed #148, executed in Fajardo, Puerto Rico, on April 5, 1978, before Miguel Bauzá Rolón Notary Public, recorded at page 242 of volume 128 of Luquillo, property number 7,189, 1st inscription.

Presented on April 6, 1978

Recorded on April 28, 1978

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is encumbered by the following:

Easement in favor of Autoridad de Fuentes Fluviales
Easement in favor of Autoridad de Acueductos y
Alcantarillados
Easement in favor of Puerto Rico Telephone Company
Easement in favor of Municipality of Luquillo
Restrictive conditions

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Rufino Torrens De Jesús and his wife Irma Nereida Travieso Rivera, in favor of Sana Investment Mortgage Bankers Inc., in the original principal amount of \$35,000.00, with 10½% annual interests, due on April 1, 2013, constituted by deed #207, executed in San Juan, Puerto Rico, on March 13, 1998, before Angel L. Rolán Prado Notary Public, recorded at page 242 of volume 128 of Luquillo, property number 7,189, 2nd inscription.

Presented on April 22, 1998

Recorded on January 16, 2001

2. **MORTGAGE:** Constituted by Rufino Torrens De Jesús and his wife Irma Nereida Travieso Rivera, in favor of Farm Services Agency, in the original principal amount of \$50,000.00, with 3.757% annual interests, due on 10 years, constituted by deed #243, executed in Caguas, Puerto Rico, on August 3, 1999, before Miguel Bauzá Rolón Notary Public, recorded at overleaf of page 242 of volume 128 of Luquillo, property number 7,189, 3rd inscription.

Presented on August 11, 1999

Recorded on January 16, 2001

**ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO**

PO. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TEL. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

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PAGE #2
PROPERTY #7,189

3. **LAWSUIT ANNOTATION:** Executed in the District Court of the United States of America for the Puerto Rico District, civil case #97-2100 PG, on July 3, 1997, for reason of Foreclosure by United States of America Rural Dev, formerly Farmers Home Administration, plaintiff, versus Rufino Torrens De Jesús, Irma Nereida Travieso Rivera, defendant, payment of the debt related of \$26,385.69, plus interests and penalties, presented on August 11, 2011, recorded January 16, 2001 at overleaf of page 241 of volume 128 of Luquillo, property number 7,189, annotation B.
4. At entry 2019-121261-FA01, was presented on November 14th, 2019, Deed #24, executed in San Juan, Puerto Rico, on November 11th, 2019, before Ingrid Cristina Colberg Rodriguez Notary Public, this property has been designated "Secure Home", under Law 195 of September 13, 2011, better known as "Ley del Derecho de Protección del Hogar Principal y el Hogar Familiar". The document qualification and dispatch are pending.

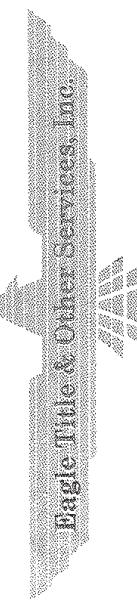
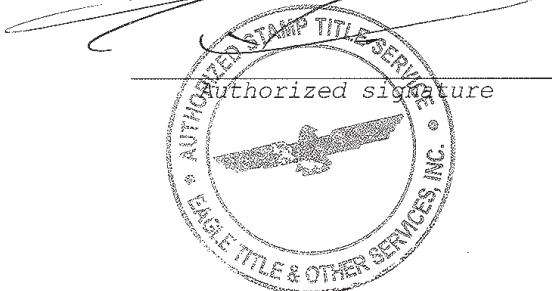
REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 30th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

mcr/ar/

EAGLE TITLE AND OTHER SERVICES, INC.



I, Elías Diaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on January 30th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

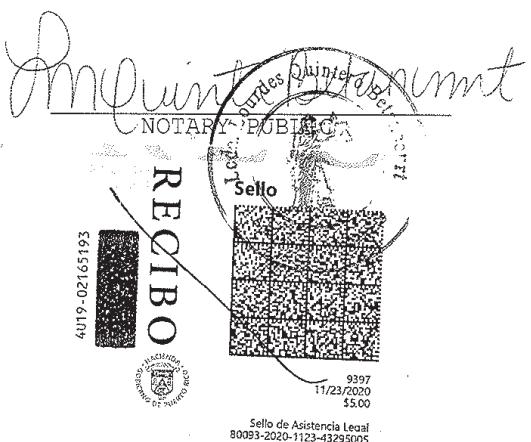
In Guaynabo, Puerto Rico, this 23rd day of November of 2020.


Elías Diaz Bermúdez

AFFIDAVIT NUMBER 4308

Sworn and subscribed to before me by Elías Diaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23rd day of November of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**
654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Torrens De Jesus, Rufino Case No: 63-002-6267

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as
Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Loan Number	43-01
Note Amount	\$ 50,000.00
Original Note Date	8/3/1999
Date of Last Payment	3/09/2020 Offset
Principal Balance	\$ 39,102.71
Unpaid Interest	\$ 11,201.86
Misc. Charges	\$ -
Total Balance	\$ 50,304.57
Daily Interest Accrual	\$ 4.0174
Amount Delinquent	\$ 50,304.57
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

USDA
Carlos J. Morales

Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department of Agriculture,
o=9.2324.19200300.100.1.1=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date: 2020.10.30 10:42:20 -04'00'
Adobe Acrobat version: 2020.012.0048

Carlos J. Morales Lugo
LRTF Contractor
October 30, 2020



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Exhibit 5

SSN: XXX-XX-6267

Birth Date:

Last Name: TORRENS DE JESUS

First Name: RUFINO

Middle Name:

Status As Of: Nov-16-2020

Certificate ID: N241Q0J4GWRZF5L

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-0110

Birth Date:

Last Name: TRAVIESO RIVERA

First Name: IRMA

Middle Name: NEREIDA

Status As Of: Nov-16-2020

Certificate ID: 8CQ7J1LWLQJR9T4

On Active Duty On Active Duty Status Date

Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individuals' active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date

Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date

Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received early notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture)
Plaintiff(s))
v.)
RUFINO TORRENS DE JESUS, et als.)
Defendant(s))
Civil Action No.)
FORECLOSURE OF MORTGAGE)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Torrens-Travieso
Calle E-3 Bloque EA-15
Urbanización Brisas del Mar
Luquillo, PR 00773

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture)
Plaintiff(s))
v.)
RUFINO TORRENS DE JESUS, et als.)
Defendant(s))
Civil Action No.)
FORECLOSURE OF MORTGAGE)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* IRMA NEREIDA TRAVIESO RIVERA
Calle E-3 Bloque EA-15
Urbanización Brisas del Mar
Luquillo, PR 00773

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture)
Plaintiff(s))
v.)
RUFINO TORRENS DE JESUS, et als.)
Defendant(s))
Civil Action No.)
FORECLOSURE OF MORTGAGE)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* RUFINO TORRENS DE JESUS
Calle E-3 Bloque EA-15
Urbanización Brisas del Mar
Luquillo, PR 00773

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted:

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS UNITED STATES OF AMERICA		DEFENDANTS RUFINO TORRENS DE JESUS, et al.											
(b) County of Residence of First Listed Plaintiff <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>		County of Residence of First Listed Defendant Luquillo, P.R. <i>(IN U.S. PLAINTIFF CASES ONLY)</i>											
(c) Attorneys (Firm Name, Address, and Telephone Number) Juan C. Fortuño Fas Po Box 3908, Guaynabo, PR 00970 Tel. 787-751-5290		NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.											
II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i>		III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i>											
<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>	Citizen of This State	<input type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State										
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State										
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation										
IV. NATURE OF SUIT <i>(Place an "X" in One Box Only)</i>													
Click here for: Nature of Suit Code Descriptions													
CONTRACT		TORTS											
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise		PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice		PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other		BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157		PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark		OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tant (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
REAL PROPERTY		CIVIL RIGHTS		PRISONER PETITIONS		LABOR		SOCIAL SECURITY		FEDERAL TAX SUITS		IMMIGRATION	
<input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education		Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation		<input type="checkbox"/> 791 Employee Retirement Income Security Act		<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))		FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
V. ORIGIN <i>(Place an "X" in One Box Only)</i>													
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 7 Interpleader	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File						
VI. CAUSE OF ACTION		Cite the U.S. Civil Statute under which you are filing <i>(Do not cite jurisdictional statutes unless diversity)</i> : Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345											
		Brief description of cause:											
VII. REQUESTED IN COMPLAINT:		<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.		DEMAND \$ 50,304.57		CHECK YES only if demanded in complaint:		JURY DEMAND:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
VIII. RELATED CASE(S) IF ANY		<i>(See instructions):</i>		JUDGE		DOCKET NUMBER							
DATE	November 18, 2020		Signature of ATTORNEY OF RECORD										
FOR OFFICE USE ONLY													
RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE									